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February 21, 2006

VIA ELECTRONIC FILING

Ms. Christy Zehner
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
P.O. Box 7854
Madison, WI 53707-7854

Re: *Application for Approval of EAS Traffic Termination Agreement Between
Coon Valley Farmers Telephone Company, Inc. and Charter Fiberlink, LLC*

Dear Ms. Zehner:

Through this letter the undersigned respectfully requests approval of the Wisconsin Public Service Commission, pursuant to 47 U.S.C. § 252, of the attached EAS Traffic Termination Agreement between Coon Valley Farmers Telephone Company, Inc. and Charter Fiberlink, LLC.

I have been authorized to submit this request for approval by representatives from Coon Valley Farmers Telephone Company, Inc. I hereby certify that a copy of this filing has been served on Judd A. Genda, Axley Brynerson, LLP, Manchester Place, Suite 200, 2 East Mifflin Street, Madison, WI 53703, (608) 257-5661.

If you have any questions about this filing please contact me at the number listed above. Thank you for your attention to this matter.

Sincerely,



Danielle Frappier

cc: Carrie Cox, Charter Fiberlink
Judd A. Genda, Coon Valley Farmers Telephone Company, Inc.

EAS TRAFFIC TERMINATION AGREEMENT

By and Between

Coon Valley Farmers Telephone Company, Inc.

and

Charter Fiberlink, LLC

EAS TRAFFIC TERMINATION AGREEMENT

This EAS TRAFFIC TERMINATION AGREEMENT ("Agreement"), is entered into by and between Coon Valley Farmers Telephone Company, Inc. ("COON VALLEY"), a Wisconsin corporation, with principal offices located at 105 Central Avenue, Coon Valley, Wisconsin 54623 and Charter Fiberlink, LLC. ("CHARTER") a Delaware limited liability company, with its principal office at 12405 Powerscourt Drive, St. Louis, MO 63131. (COON VALLEY and CHARTER are each individually referred to as a "Party," and collectively as the "Parties"). This Agreement will be deemed effective as of the latest date that this Agreement is signed by either Party (the "Effective Date").

WHEREAS, COON VALLEY is an incumbent local exchange carrier ("ILEC") in the State of Wisconsin providing local exchange service within the Coon Valley, Chaseburg and Stoddard exchanges; and

WHEREAS, CHARTER is authorized by the Public Service Commission of Wisconsin as a competitive local exchange carrier ("CLEC") to provide local exchange service within the LaCrosse exchange and that exchange area currently has extended area service ("EAS") with the Coon Valley, Chaseburg and Stoddard exchanges; and

WHEREAS, this Agreement is entered into under Sections 251(a) and (b) of the Act; and

WHEREAS, COON VALLEY certifies that it is a rural telephone company and is exempt from Section 251(c) of the Act pursuant to Section 251(f) of the Act; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide other services as set forth herein; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Act, the rules and regulations of the FCC, and the orders, rules and regulations of the Commission.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COON VALLEY and CHARTER hereby agree as follows:

1. DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section. Any term used in this Agreement that is not specifically defined in the Agreement, shall have the meaning assigned to it (if any) in the Act. Any term used in this Agreement that is

not defined in the Agreement or the Act, shall be interpreted in light of its ordinary meaning and usage in the telecommunications industry.

- 1.1 "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (47 U.S.C. Section 251 et seq.), and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 1.2 "Affiliate" is As Defined in the Act.
- 1.3 "As Defined in the Act" means as specifically defined in the Act.
- 1.4 "Bill and Keep Arrangement" means a compensation arrangement whereby the Parties do not render bills to each other for the termination of traffic specified in this Agreement and whereby the Parties terminate said specific traffic originating from end-users served by the networks of the other Party without charging among or between the Parties for such traffic exchange.
- 1.5 "CLLI Codes" means Common Language Location Identifier Code.
- 1.6 "Commission" means the Public Service Commission of Wisconsin.
- 1.7 "Common Channel Signaling" (CCS) is a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual Trunk circuits and/or database-related services between signaling points in the CCS network using SS7 signaling protocol.
- 1.8 "DS-I" is a telecommunications service carried at digital signal rate of 1.544 Mbps.
- 1.9 "EAS Traffic" means wireline-to-wireline traffic that is (a) originated by an end user of COON VALLEY in the Coon Valley, Chaseburg or Stoddard exchanges and terminated to an end user of CHARTER in the LaCrosse exchange; or (b) originated by an end user of CHARTER in the LaCrosse exchange and terminated to a COON VALLEY end user in the Coon Valley, Chaseburg or Stoddard exchanges. EAS Traffic does not include Information Access Traffic or VNXX Traffic. EAS Traffic does include IP-Enabled Voice Traffic that is not carried by an IXC.
- 1.10 "End Office Switch" is COON VALLEY's or CHARTER's switching system where telephone loops used to provide end user Exchange Service are terminated.
- 1.11 "Exchange Access Service," as used in this Agreement, shall mean the offering of access to Exchange Services or facilities for the purpose of the origination or termination of telephone toll services, as defined by the FCC and the Commission.

- 1.12 "Exchange Service" means all basic local exchange service, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.13 "FCC" means the Federal Communications Commission.
- 1.14 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.
- 1.15 "Information Access Traffic," for the purpose of this Agreement, is traffic that is transmitted to or returned from the Internet at any point during the duration of transmission between the Parties. The term Information Access Traffic does not include transmission of voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol. Information Access Traffic is not subject to Reciprocal Compensation between the Parties.
- 1.16 "Information Service Provider or "ISP," means a provider of Information Service (as that term is defined in 47 U.S.C. 153(20)), Information Service Provider includes, but is not limited to, Internet Service Providers.
- 1.17 "Interconnection" is the direct or indirect connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access Service.
- 1.18 "Interconnection Facilities" are the physical transmission facilities by which the Parties will interconnect their respective networks for the purpose of exchanging traffic. Interconnection Facilities are described in Section 4 and Appendix A, Section 1 of this Agreement.
- 1.19 "IP-Enabled Voice Traffic" means any IP-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. IP- Enabled Voice Traffic includes:
- 1.19.1 Voice traffic originating on either the Public Switched Telephone Network ("PSTN") or on an IP-enabled voice network , and which terminates on either the PSTN or an IP-enabled voice network; and
- 1.19.2 Voice traffic originating on the PSTN, which is transported through an IP-enabled voice network, and which ultimately, terminates on the PSTN.
- 1.20 "ISP Bound Traffic" means Information Access Traffic that originates from or is directed, either directly or indirectly, to or through an ISP who is physically located in an exchange with EAS to the exchange in which the originating end-user originated the traffic. Traffic originated from, directed to or through an ISP physically located in an exchange that does not have EAS to the exchange in which the originating end-user originated the traffic will be

considered switched toll traffic and subject to access charges. ISP Bound Traffic does not include IP-Enabled Voice Traffic.

- 1.21 "Mbps" means million bits per second.
- 1.22 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA-NXX-XXXX).
- 1.23 "NXX" means the three-digit code that appears as the first three digits of a seven-digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 code).
- 1.24 "Point of Interconnection" or "POI" means the point of demarcation where the Parties physically interconnect their networks for the exchange of telecommunications traffic between the Parties' respective networks. The Point of Interconnection also serves as the demarcation point for both Parties' operational and financial responsibility. The Point of Interconnection for this Agreement is provided in Appendix A.
- 1.25 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a local exchange carrier for its provision of basic local exchange telecommunications services. The "rate center area" is the exclusive geographic area within which the local exchange carrier provides basic local exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.
- 1.26 "Reciprocal Compensation" means an arrangement between two carriers in which each carrier receives compensation from the other carrier for the Transport and Termination on each carrier's network of EAS Traffic that originates from the network facilities of the other carrier.
- 1.27 "Tandem" denotes a class 4 switching center used to switch a call between or among two End Office Switches, an End Office Switch and another Tandem, or two Tandems.
- 1.28 "Tandem Transit Traffic" or "Transit Traffic" means EAS Traffic that originates on one Party's network and is transported through a third-party Tandem substantially unchanged, and Terminates on another Party's network that subtends that Tandem. Subtending End Office Switches shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.
- 1.29 "Termination" means the switching of EAS Traffic at the terminating carrier's End Office Switch, and delivery of such traffic to the called Party's end user.

- 1.30 "Transport" means the transmission and any necessary Tandem switching of EAS Traffic from the Point of Interconnection, or meet point, between the Parties' network to the terminating carrier's End Office Switch that directly serves the called Party's end user.
- 1.31 "Trunk" means a single transmission channel providing a physical and functional Interconnection between two switching centers.
- 1.32 "Virtual NXX Traffic" (VNXX Traffic) as used in this Agreement is defined as calls in which a CHARTER end user is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the customer's actual physical premise location.
- 1.33 "VOIP Trunk Gateway" means a device that provides the interconnection of circuit switched telephone service network equipment with a voice over internet protocol network.

2. INTERPRETATION AND CONSTRUCTION

- 2.1 All references to Sections and Appendices shall be deemed to be references to Sections of, and Appendices to, this Agreement unless the context otherwise requires. The headings of the Sections are inserted for the convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement.
- 2.2 The Parties acknowledge that some of the services, facilities or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement including Appendices shall prevail. This Agreement, including Appendices, supersedes any prior agreements between the Parties.
- 2.3 The Parties enter this Agreement without prejudice to any position they may take with respect to similar future agreements, including agreements between the Parties, or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory, legal or other public forum addressing any matters including matters related to the rates to be charged for transport and termination of traffic or the types of arrangements prescribed by this Agreement.

3. SCOPE OF AGREEMENT

- 3.1 Except for such other traffic as may be specifically described herein, this Agreement shall cover only the exchange of EAS Traffic between COON VALLEY's network in Wisconsin and CHARTER's network in Wisconsin. All other traffic is governed by the Parties' applicable tariffs and/or contracts, and is not covered by this Agreement. The services hereunder are intended for wireline-to-wireline traffic only (i.e., EAS Traffic as described in Section 1.9).
- 3.2 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement has no effect on the definition of end user services that either Party offers to its end users, the services either Party chooses to offer to its respective end users, the rate levels or rate structures that either Party charges its end users for services, or the manner in which either Party provisions or terminates the services either Party provides to its respective end users.
- 3.3 The Parties agree that all EAS Traffic and ISP Bound Traffic shall be exchanged via the Interconnection Facilities described in Section 4 of this Agreement.

4. INTERCONNECTION FACILITIES

- 4.1 Description of Arrangements. This Agreement provides for the following Interconnection Facilities and arrangements between the networks of COON VALLEY and CHARTER as set forth in Appendix A, Section I, unless otherwise mutually agreed by the Parties. Routing of traffic shall be as described in this Section, except that alternatives may be employed in the event of emergency or temporary equipment failure, as mutually agreed by the Parties.
 - 4.1.1 The Parties will provision Interconnection Facilities with each other, as provided in Appendix A, Section I, for the exchange of EAS Traffic and ISP Bound Traffic.
 - 4.1.2 CHARTER is responsible for the provisioning of Transport facilities for the exchange of traffic from its network to the POI, and for the Transport of all EAS Traffic and ISP Bound Traffic on its side of the POI. CHARTER may lease facilities from COON VALLEY or an alternate third party provider for the provision of EAS Traffic and ISP Bound Traffic Transport. COON VALLEY is responsible for the provisioning of Transport facilities for the exchange of traffic from its network to the POI and for the Transport of all EAS Traffic and ISP Bound Traffic on its side of the POI. COON VALLEY will pay the cost of the circuit from the POI to COON VALLEY's End Office Switch.

- 4.1.3. The Parties agree there will be a separate and distinct Trunk group(s) for both EAS Traffic and ISP Bound Traffic if traffic imbalance is found under Section 5.1.
 - 4.1.4 The Parties may use the same physical facility (whether leased or other) for Transport of separate dedicated trunks for EAS Traffic and ISP Bound Traffic, as mutually agreed to by the Parties.
 - 4.1.5 Neither Party will terminate IntraLATA or InterLATA toll traffic, originated untranslated traffic codes (e.g. 800, 888) or N11 Codes (e.g., 411, 611 and 911) over EAS Traffic Trunks, or ISP Bound Traffic Trunks. Both Parties agree that such traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions.
 - 4.1.6 The Parties agree to establish a single Point of Interconnection per LATA for the exchange of EAS Traffic between their respective networks as described in Appendix A, Section I. The POI shall serve as the demarcation point for both Parties' operational and financial responsibilities.
- 4.2 Direct Interconnection. The Parties will interconnect using one-way or two-way Trunk groups (at Charter's option), which shall be provisioned between the COON VALLEY End Office Switch in COON VALLEY, Wisconsin, and the CHARTER VOIP Trunk Gateway in Eau Claire, Wisconsin for the exchange of traffic between the Parties' networks. The Point of Interconnection, as mutually agreed to by both Parties, shall be as provided in Appendix A, Section I. CHARTER shall be responsible for 100% of the Interconnection Facilities from the POI to the CHARTER VOIP Trunk Gateway. COON VALLEY shall be responsible for 100% of the Interconnection Facilities from the POI to the COON VALLEY End Office Switch.
- 4.2.1 EAS Traffic
- 4.2.1.1 CHARTER will deliver Charter-originated EAS Traffic (608-519) to the POI for termination by COON VALLEY at the Coon Valley exchange (608-452), the Chaseburg exchange (608-483) and/or the Stoddard exchange (608-457).
 - 4.2.1.2 COON VALLEY will deliver COON VALLEY-originated EAS Traffic ((608-452), (608-483) and (608-457)) to the POI for termination by Charter at the LaCrosse exchange (608-519).
 - 4.2.1.3 IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes based on the location from which the call originates. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter

("JIP") of the originating IP-Enabled Voice Traffic shall be provided.

4.2.2 ISP Bound Traffic. Upon receipt of notice as provide in Section 5.1, CHARTER shall provision ISP Bound Trunks as provided in Appendix A, Section I.c, and the Parties shall provide each other the ISPs' telephone numbers for the routing of ISP Bound Traffic.

4.3 Indirect Interconnection. To the extent that CHARTER routes CHARTER-originated EAS Traffic through a third party Tandem to which COON VALLEY subtends, for the delivery of the EAS Traffic to COON VALLEY for Termination to COON VALLEY end users, COON VALLEY will accept and terminate this EAS Traffic. If CHARTER chooses such indirect arrangements, COON VALLEY shall deliver COON VALLEY-originated EAS Traffic to the POI (whether the POI is located at the Coon Valley exchange boundary or at some point within that exchange) via direct trunks that are either two-way or one-way, and CHARTER shall Transport the COON VALLEY-originated EAS Traffic from the POI to its VOIP Trunk Gateway via direct trunks that are either two-way or one-way for Termination to CHARTER end users.

4.3.1 CHARTER will be responsible for all Transit Traffic charges that are assessed on traffic which originates on CHARTER's network from any third party provider.

4.3.2 CHARTER shall be responsible for 100% of the Interconnection Facilities from the POI to the CHARTER VOIP Trunk Gateway. COON VALLEY shall be responsible for 100% of the Interconnection Facilities from the POI to the COON VALLEY End Office Switch.

4.3.3 If the traffic volumes between CHARTER and COON VALLEY delivered by the Tandem switch service provider at any time exceeds the centum call seconds busy hour equivalent of one (1) DS-1 (i.e. 500 busy hour centum call seconds), the Parties shall within sixty (60) days of such occurrence meet to review the establishment of direct Trunk groups, as provided in Section 4.2.

4.4 Fiber Meet Point: If traffic volume warrants and upon mutual agreement by the Parties, CHARTER and COON VALLEY shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system or other mutually agreeable transmission system. The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI. The Parties will work cooperatively to achieve equipment and vendor compatibility of the fiber optic transmission equipment. Requirements for the Fiber Meet Point will be defined in joint engineering planning sessions between the Parties. The Parties will use good faith efforts to develop and agree on these facility

arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet Point arrangements between them.

- 4.5 Miscellaneous. The Parties shall jointly engineer and configure Trunks over the Interconnection Facilities as follows:
- 4.5.1 The Parties shall jointly engineer and configure the Interconnection Facilities as a transmission path between the two Parties.
 - 4.5.2 If the traffic volumes between CHARTER'S VoIP Trunk Gateway and COON VALLEY'S End Office Switch at any time exceeds the centum call seconds busy hour equivalent of one (1) DS-1 (i.e. 500 busy hour centum call seconds) the Parties shall, within sixty (60) days of such occurrence, provide augmentation to the existing direct Trunk group (whether one-way or two-way) as provided in Section 4.2.
 - 4.5.3 Only valid NXX codes served by an End Office Switch may be accessed through a direct connection to that End Office Switch.
 - 4.5.4 CHARTER shall assign whole NPA-NXX codes (or partial codes where pooling measures are in effect) to the LaCrosse exchange. The Parties each agree to assign telephone numbers from an NPA-NXX in accordance with standard industry practices.
 - 4.5.5 The Parties agree not to assign telephone numbers from an NPA-NXX to any end-user physically located outside the Rate Center with which the NPA-NXX is associated.
 - 4.5.6 CHARTER shall, upon request of COON VALLEY, provision within sixty (60) days of such request, additional Trunks, if necessary, provided that neither Party can require the other Party to build or provision unnecessary trunks.
 - 4.5.7 COON VALLEY's End Office Switch and CHARTER's VOIP Trunk Gateway involved in the provision of EAS Traffic shall be managed in accordance with the applicable industry/Telcordia Technologies standards.
 - 4.5.8 Based on the physical architecture and compensation arrangements that are set forth in this Agreement, each Party shall be responsible for establishing and maintaining physical facilities and logical trunking on its side of the POI to provide for the Transport and Termination of EAS Traffic consistent with the standards set forth in this Agreement.

4.6 Common Channel Signaling.

4.6.1 The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network Interconnection, in accordance with prevailing industry standards. Use of a third party provider of SS7 trunks is permitted. Each Party shall be responsible for its own SS7 messaging costs and charges.

4.6.2 COON VALLEY and CHARTER are required to provide each other the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), pursuant to 47 C.F.R. § 64.1601, to enable each Party to issue bills in a complete and timely fashion. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) or JIP for all traffic in a month, but for at least ninety-five percent (95%) of the total traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. The unidentified traffic will be treated as having the same jurisdictional ratio as the identified traffic. If either Party fails to provide CPN or JIP on at least ninety-five percent (95%) of the total traffic in a month, then the unidentified traffic will be treated as toll traffic subject to the terminating Party's applicable tariffed Intrastate access rates. Each Party will provide to the other Party, upon request, information to demonstrate that the other Party's portion percentage traffic that does not include CPN or JIP. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

5. COMPENSATION FOR EXCHANGE OF TRAFFIC

5.1 EAS Traffic. The Parties shall assume that EAS Traffic routed over the Interconnection Facilities, originated by or terminating to the Parties' end user customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill and Keep Arrangement with respect to termination of EAS Traffic routed over the Interconnection Facilities. Either Party may request that a traffic study be performed no more frequently than once every twelve months. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty-five (65) percent of the Parties' total terminated minutes, either Party may provide notice to the other Party. Upon receipt of such notice CHARTER will provision ISP Bound Traffic Trunks as provided in Section 4.2.2. If one Party is still terminating over sixty five (65) percent of the remaining EAS Traffic the Parties will bill the other Party for termination of EAS Traffic at the rates provided in Appendix B.

5.2 ISP-Bound Traffic. ISP Bound Traffic shall be subject to a Bill and Keep Arrangement.

5.3 Interconnection Facilities. CHARTER shall arrange for and maintain Interconnection Facilities, consistent with the mutually agreed upon POI as

provided in Appendix A, between the COON VALLEY End Office Switch in Coon Valley, Wisconsin and the CHARTER VOIP Trunk Gateway in Eau Claire, Wisconsin. Any nonrecurring and recurring cost of the Interconnection Facilities between the POI as provided in Appendix A and the CHARTER VOIP Trunk Gateway will be the responsibility of CHARTER. Any nonrecurring and recurring cost of the Interconnection Facilities between the POI as provided in Appendix A and the COON VALLEY End Office Switch will be the responsibility of COON VALLEY.

- 5.4 Traffic Recording. In the event that a traffic study is requested by either Party in accordance with Section 5.1 of this Agreement, the traffic recording and identification functions required to provide the study shall be performed by the Parties. Each Party will calculate terminating minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. The Parties agree they will, to the extent feasible, make every attempt to accurately capture and report the actual usage exchanged between them for use in calculating the amount of traffic exchanged between the Parties, routed over the Interconnection Facilities. Should actual traffic information (measured terminating minutes of use) not be available, the Parties will mutually agree, within 30 days of receipt of a request by the other Party, on a suitable alternative basis for calculating the amount of traffic exchanged which most closely approximates the actual interchanged usage, (e.g. exchange of originating records).
- 5.5 Reciprocal Compensation.
- 5.5.1 Reciprocal Compensation is applicable for Transport and Termination of EAS Traffic to the extent that traffic is imbalanced pursuant to Section 5.1, and is related to the exchange of traffic described in Section 4, as applicable. To the extent that the Bill and Keep Arrangement in Section 5.1 is not utilized by the Parties then the Parties agree that for the purposes of billing compensation for EAS Traffic, billed minutes will be based upon actual usage recorded. For indirect traffic as described in Section 4.3 records/reports provided by the transiting carrier shall be the basis for billing if actual usage records are not available.
- 5.5.2 Subject to the exceptions described in Sections 5.1, 5.2 and 5.5.3, each Party shall pay the other Party for Transport and Termination of EAS Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. The charges and rates for Termination of EAS Traffic shall be at the rates set forth in Appendix B of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement as described in Appendix A.
- 5.5.3 Neither Party will provide any compensation to the other Party for traffic associated with one-way paging services.
- 5.6 Prior to provisioning the Interconnection Facilities as provided in Appendix A, CHARTER shall pay COON VALLEY the CLEC Account Establishment

charge as provided in Appendix B. The CLEC Account Establishment charge is a one-time only non-recurring charge applied the first time CHARTER orders any service under this Agreement. For avoidance of doubt, the charge authorized by this provision will be assessed only one time upon CHARTER, and will not be assessed each time that COON VALLEY determines that CHARTER orders a new or different service from COON VALLEY.

6. NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7. NETWORK MANAGEMENT

- 7.1 Not later than forty-five (45) days from the Effective Date or as the Parties otherwise agree, the Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both CHARTER and COON VALLEY shall use commercially reasonable efforts to comply with the Implementation Schedule.
- 7.2 The Parties shall exchange good faith, non-binding technical descriptions and forecasts of their originating traffic in sufficient detail necessary to establish the interconnections required to assure traffic Termination.
- 7.3 Sixty (60) days prior to requesting Trunk(s), CHARTER will provide COON VALLEY with a six (6) calendar month, non-binding forecast of its Trunk requirements. Additional forecasting of Trunk requirements will be provided by CHARTER to COON VALLEY as mutually agreed to by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information."
- 7.4 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.
- 7.5 Each Party is solely responsible for the services it provides to its customers and to other telecommunications carriers.
- 7.6 Each Party is responsible for administering NXX codes assigned to it.
- 7.7 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

- 7.8 Each Party shall use the LERG published by Telcordia Technologies, or its successor, for obtaining route information and shall provide all required information to Telcordia Technologies for maintaining the LERG in a timely manner.
- 7.9 Each Party shall in a timely manner program and update its End Office Switch, VOIP Trunk Gateway and network systems to recognize and route traffic to the NXX codes of the other Party as set forth in Section 4.2.1. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

8. NETWORK HARM

- 8.1 Neither Party shall use any of the Interconnection Facilities provided in this Agreement in any manner that prevents the other Party from using their service or destroys the normal quality of service to the other Party or to either Party's end users. Subject to the dispute resolution provisions of Section 25, which shall deem to include notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 8.2 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the circuits, facilities or equipment of the other Party shall not interfere with or impair service over any circuits, facilities or equipment of the other Party, its affiliate companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's circuits, facilities or equipment, impair the privacy of any communications carried over the circuits, facilities or equipment or create hazards to the employees of the other Party, its affiliate companies, or its connecting and concurring carriers or the public.
- 8.3 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstance. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

9. TERM AND TERMINATION

- 9.1 The initial term ("Initial Term") of this Agreement shall be for two (2) years, which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as defined below) that such Party intends to terminate this Agreement with or without cause, this Agreement

shall automatically renew for an additional one year term ("Renewal Term"). In the event such notice of termination is provided, and either Party requests in good faith to negotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred sixty (160) calendar days following the date of termination, whichever is earlier, unless either Party petitions for arbitration. If a Party petitions for arbitration, this Agreement shall remain in effect until the terms of a new agreement are finalized as a result of an arbitration proceeding conducted by the Commission

9.2 Notwithstanding Section 9.1, this Agreement will be terminated in the event that:

9.2.1 The Commission revokes, cancels, or otherwise terminates COON VALLEY'S certification to provide local exchange service in the Coon Valley, Chaseburg or Stoddard exchanges or Charter's certification to provide local exchange service in the LaCrosse exchange; or

9.2.2 Either Party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under any such laws seeking the appointment of a receiver, trustee or liquidator instituted against it which are not terminated within sixty (60) days of such commencement.

9.3 Either Party will have the right to terminate this Agreement at any time upon written notice to the other Party in the event:

9.3.1 a Party is in arrears in the payment of any undisputed amount due under this Agreement for more than thirty (30) days and the Party does not pay such sums within thirty (30) business days of the other Party's written demand for payment; or

9.3.2 a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty (30) days after the other Party provides written notice to the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach.

9.4 Upon termination or expiration of this Agreement in accordance with this section:

9.4.1 Each Party shall promptly pay all remaining amounts (including any late payment charges) owed under this Agreement; and

9.4.2 Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement, for a period of three years.

10. BILLING, PAYMENT AND BILLING DISPUTES

10.1 Billing. In consideration of the services provided under this Agreement, each Party shall bill the other Party once per month all applicable charges set forth in this Agreement.

10.2 Payment. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a non-business day, payment shall be made the next business day.

10.3 Billing Disputes. If any portion of an amount due to a Billing Party under his Agreement is subject to a bona fide dispute between the Parties ("Disputed Amount"), the Billed Party shall provide written notice to the Billing Party of the Disputed Amount(s) within fourteen (14) days after the applicable due date. The notice shall provide specific details regarding the Disputed Amount, as well as the circumstances surrounding and reasons for disputing each billing item and the name of an individual with authority to resolve the dispute, which will serve as notice pursuant to Section 25 to commence good faith negotiations to informally resolve the dispute. The Billed Party will pay when due all undisputed amounts to the Billing Party. If the Disputed Amount is resolved in favor of the Billing Party, the Billed Party will thereafter pay the Disputed Amount with appropriate late charges (See, Section 10.4 of this Agreement), if applicable, upon final determination of such dispute. All disputes must be in good faith and have a reasonable basis.

10.4 Late Charges. The Parties will assess late payment charges to each other equal to the lesser of 1.5 percent or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.

10.5 Back Billing. Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year.

11. CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

12. AUDIT

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the accuracy of billing data and invoicing in accordance with this Agreement over the previous twelve (12) months. Any audit will be

performed as follows: (a) following at least thirty (30) days prior written notice to the audited Party, but within sixty (60) days of said notice, (b) subject to the reasonable scheduling requirements and limitations of the audited Party, (c) at the audited Party's local place of business or other mutually agreeable location, or at the option of the audited Party provided there is no additional cost to the auditing Party, the audited Party may provide the auditing Party an electronic copy, in a mutually agreeable format, or a hard copy of all books, records, data and information required by the auditing Party to perform the audit, (d) at the auditing Party's sole expense unless the results of the audit indicate over billing of seven percent (7%) or more for any three months, in which case the cost of the audit shall be paid by the billing Party, (e) in a manner that is reasonable in scope and duration, (f) in a manner so as not to interfere with the audited Party's business operations, (g) in compliance with the audited Party's security rules, and (h) by an auditor, accountant or representative approved by both Parties, which approval shall not be unreasonably withheld. Any billing adjustments which may be required as a result of such audit shall be made within thirty (30) days of the date upon which the results of the audit are provided to the Parties.

13. AMENDMENT OF AGREEMENT

This Agreement may not be amended, modified, or supplemented, nor may any obligations hereunder be waived by a Party, except by written instrument signed by duly authorized representatives of both Parties.

14. ASSIGNMENT

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent will not be unreasonably withheld, will be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities, and duties under this Agreement, either in whole or in part, to an Affiliate without consent, but with written notification to the other Party. The effectiveness of an assignment will be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. A Party making the assignment must notify the Commission and the other Party sixty (60) days in advance of the effective date of the assignment.

15. ENTIRE AGREEMENT

This Agreement, together with any and all Appendices which are attached hereto, sets forth the entire agreement and understanding of the Parties and supersedes any and all prior agreements, written or oral, between the Parties with respect to the subject matter hereof.

16. FORCE MAJEURE

Except for the obligation to make payments pursuant to this Agreement, in the event performance of this Agreement, or any obligation hereunder, is either directly or

indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, terrorist acts, embargo, acts of the government in its sovereign capacity, work stoppages, equipment failure, power blackouts, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected (a "Force Majeure Event"), the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations to the extent such Party's obligations are dependent upon the performance so interfered with, on a day-to-day basis until the delay, restriction, or interference has ceased); provided however, that the affected Party will use diligent efforts to avoid or remove such causes of nonperformance and shall do so in a non-discriminatory manner and both Parties will proceed to perform whenever such causes are removed or cease.

17. NO LICENSE

No license under patents, copyrights or any other intellectual property right is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

18. INDEPENDENT CONTRACTOR

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

19. LIMITATION OF LIABILITY

19.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

19.2 NO LIABILITY WILL ATTACH TO EITHER PARTY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PARTNERS FOR DAMAGES ARISING FROM ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS, OR DELAYS IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING,

MOVING, TERMINATING, CHANGING, OR PROVIDING OR FAILING TO PROVIDE SERVICES OR FACILITIES (INCLUDING THE OBTAINING OR FURNISHING OF INFORMATION WITH RESPECT THEREOF OR WITH RESPECT TO USERS OF THE SERVICES OR FACILITIES) IN THE ABSENCE OF WILLFUL MISCONDUCT PROVIDED THAT THE FOREGOING WILL NOT LIMIT (I) A PARTY'S OBLIGATION UNDER SECTION 21 TO INDEMNIFY, DEFEND AND HOLD THE OTHER PARTY HARMLESS AGAINST ANY AMOUNTS PAYABLE TO A THIRD PERSON, INCLUDING ANY LOSSES, COSTS, FINES, PENALTIES, CRIMINAL OR CIVIL JUDGMENTS OR SETTLEMENTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) OR (II) A PARTY'S LIABILITY TO THE OTHER FOR WILLFUL MISCONDUCT.

20. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES HEREBY SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION EXCHANGE BETWEEN THE PARTIES' END-USERS.

21. INDEMNITY

- 21.1 Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party, its officers, directors, employees and agents ("Indemnified Party") from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of the Indemnifying Party in the performance of this Agreement. The Indemnifying Party will defend the Indemnified Party at the Indemnified Party's request against any such liability, claim, or demand.
- 21.2 The Indemnified Party will (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The

Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may direct such defenses, which shall be at the expense of the Indemnifying Party.

- 21.3 The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Party of any claim demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a third party claim or consent to judgment with regard to a third party claim without the prior written consent of the Indemnified Party which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the indemnified Party refuses such settlement or judgment, the Indemnified Party shall, at its own cost and expense, take over the defense against the third party claim and the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Party against, the third party claim for any amounts in excess of such refused settlement or judgment.

22. APPLICABLE LAW

The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Wisconsin, without regard to its conflict of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

23. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held by a court or regulatory agency of competent jurisdiction to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon, either Party may terminate this Agreement upon written notice to the other Party.

24. CONFIDENTIALITY

- 24.1 During the exercise and fulfillment of the Parties' obligations under this Agreement, it may become necessary for the Parties to disclose proprietary or confidential information to one another. Any information of one Party (a "Disclosing Party") that it furnished or made available or otherwise disclosed to the other Party, its employees, contractors, or agents (a "Receiving Party")

regardless of form pursuant to this Agreement (“Confidential Information”) will be deemed the property of the Disclosing Party. Confidential Information, if written, will be clearly and conspicuously marked “Confidential” or “Proprietary” or other similar notice, and if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within one (1) Business Day after disclosure except that the following information will be deemed Confidential Information, whether or not marked as such: oral or written negotiations, orders for services, usage information in any form and Customer Proprietary Network Information as that term is defined in the Act and rules and regulations of the FCC. Unless Confidential Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information, or is independently developed by the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) will be held in confidence by each Receiving Party; (ii) will be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill the Receiving Party’s obligations under, or enforcement of, this Agreement and will be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties.

- 24.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Confidential Information, then such Receiving Party shall give sufficient notice of the requirement to the Disclosing Party to enable the Disclosing Party to seek appropriate relief from all or part of such requirement. The Receiving Party will use commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 24.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party will return to the other Party or destroy all Confidential Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, except for (i) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (ii) one copy for archival purposes only. Each Party will use reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

25. DISPUTE RESOLUTION

The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures.

25.1 Informal Resolution of Dispute. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or the enforcement of this Agreement or any of its terms shall be addressed by good faith negotiations between the Parties. To initiate such negotiations, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged non-performance and the name of an individual with authority to resolve the dispute who will serve as the initiating Party's representative in the negotiations. The other Party shall have fourteen (14) business days to designate its own representative with authority to resolve the dispute in the negotiations. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures to assist in the negotiations.

25.2 Formal Resolution of Dispute. If the Parties have been unable to resolve the dispute within ninety (90) days of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC or a court of competent jurisdiction.

25.3 Continuous Service. The Parties will continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties will continue to perform their payment obligations in accordance with this Agreement, except such obligation of continuous service will not extend past the termination date of the Agreement if terminated by a Party pursuant to Section 9 of this Agreement.

26. SURVIVAL

The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination or expiration of this Agreement (e.g., Section 21 Indemnity and Section 24 Confidentiality) will survive the termination or expiration of this Agreement.

27. BINDING EFFECT; AUTHORITY

This Agreement will become binding upon and inure to the benefit of both Parties, their successors, and permitted assigns upon signature by both Parties, whose signatures will represent and warrant that the individual signing has sufficient authority to bind the Party on whose behalf the individual signs.

28. WAIVERS

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other instance. COON VALLEY is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 U.S.C. §251(f). This Agreement does not affect, and COON VALLEY does not waive, any rights including, but not limited to, the rights afforded COON VALLEY under 47 U.S.C. §251(f).

29. NO THIRD PARTY BENEFICIARIES

This Agreement is not made for the benefit of any person, firm, corporation or association other than the Parties hereto. The Parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the Parties hereto; nor is any person, firm or corporation other than the Parties hereto allowed to claim any rights or benefits under this Agreement.

30. AUTHORIZATION

30.1 COON VALLEY is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

30.2 CHARTER is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, duly authorized to do business in Wisconsin, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

31. JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

32. PUBLICITY

Neither Party nor its subcontractors or agents will use the other Party's trademarks, service marks, logos, company name, or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

33. COUNTERPARTS

This Agreement may be executed in separate parts, which together will constitute a single, integrated Agreement.

34. MISCELLANEOUS

By entering into this Agreement COON VALLEY does not concede that this is, and is not estopped from asserting that it is not, an interconnection agreement under 47 U.S.C. §251(c), nor does COON VALLEY waive, or is estopped from asserting, any rural exemption that it may have under 47 U.S.C. §251(f). This Agreement is for the exchange of traffic, not interconnection of COON VALLEY and CHARTER as competing service providers. CHARTER shall obtain certification in accordance with Wis. Stat. §196.50(1)(b)2 prior to providing Exchange Services within the authorized territory of COON VALLEY. By entering into the Agreement COON VALLEY does not consent to such certification. This Agreement does not apply to traffic originated or terminated by a third party.

35. NOTICES

35.1 Except as otherwise provided under this Agreement, any notices, demands, requests, elections or other communications made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received: (a) if hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; (b) if sent by first class mail, postage prepaid, the day received; (c) if sent by overnight courier, the next business day after delivery to the courier; (d) if sent by facsimile on a business day and before 5:00 p.m. central standard time, the date of confirmation of the facsimile; and (e) if sent by facsimile on a non-business day or after 5:00 p.m. central standard time, the next business day after the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

To COON VALLEY addressed as follows:

Attn: Leonard Leis
Coon Valley Farmers Telephone Company, Inc.
105 Central Avenue
Coon Valley, WI 54623
(608) 452-3101
(608) 452-3100 – Fax
cvt@mwt.net

With a copy to:

Judd A. Genda
Axley Brynson, LLP
P.O. Box 1767
Madison, WI 53701-1767
(608) 257-5661
(608) 257-5444 – Fax
jgenda@axley.com

To CHARTER addressed as follows:

Attn: Ms. Carrie L. Cox
Charter Communications, Inc.
Director of Legal and Regulatory Affairs – Telephony
12405 Powerscourt Drive
St Louis, MO 63131
(314) 965-6640 - fax
ccox1@chartercom.com

With a copy to:

Christopher W. Savage
K.C. Halm
Cole, Raywid & Braverman, LLP
1919 Pennsylvania Ave, Suite 200
Washington DC 200063458
Phone: (202) 828-9987
Phone: (206) 447-3879
Fax: (202) 452-0067
chris.savage@crblaw.com
k.c.halm@crblaw.com

- 35.2 Each Party will provide the other Party written notice pursuant to this Section if they desire to change the contact information above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Coon Valley Farmers Telephone Company, Charter Fiberlink, LLC
Inc.

By: Leonard Leis

Date: 2/13/06

Printed: Leonard Leis

Title: Manager

By: Ted Schremp

Date: 2/6/06

Printed: Ted Schremp

Title: SVP GM Telephone

Appendix A

Schedule of Interconnection Facilities

I. Interconnection Trunks and Facilities

- a. Trunks. CHARTER shall arrange for and maintain interconnection Trunks between COON VALLEY's End Office Switch in Coon Valley, Wisconsin and CHARTER's VOIP Trunk Gateway in Eau Claire, Wisconsin.
- b. Point of Interconnection For the exchange of EAS Traffic in accordance with this Agreement. The Parties agree to initially connect twenty-four (24) Trunks using one (1) DS-1. On COON VALLEY's side of the POI the DS-1 will be provisioned over COON VALLEY facilities, between the COON VALLEY End Office Switch and the POI. On CHARTER's side of the POI the DS-1 will be provisioned over CHARTER-provisioned (leased or Charter owned) facilities, between the POI and CHARTER's VOIP Trunk Gateway. The POI will be at the Coon Valley exchange boundary or at some point within the Coon Valley exchange, as mutually agreed to by the Parties. Initially, the POI will be located at E5953 USA Highway 14, Westby, Wisconsin, 54667, unless mutually agreed otherwise by the Parties.
- c. Point of Interconnection For the exchange of ISP Bound Traffic in accordance with this Agreement. The Parties agree initially to connect twenty-four (24) Trunks using one (1) DS-1. On COON VALLEY's side of the POI the DS-1 will be provisioned over COON VALLEY facilities, between the COON VALLEY End Office Switch and the POI. On CHARTER's side of the POI the DS-1 will be provisioned over CHARTER-provisioned (leased or Charter owned) facilities, between the POI and CHARTER's VOIP Trunk Gateway. The POI will be at the Coon Valley exchange boundary or at some point within the Coon Valley exchange as mutually agreed to by the Parties. Initially, the POI will be located at E5953 USA Highway 14, Westby, Wisconsin, 54667, unless mutually agreed otherwise by the Parties.

II. Dedicated Facilities and Services

Per applicable COON VALLEY Access Tariff.

III. Cost Obligations for Interconnection Facilities

- a. COON VALLEY shall be responsible for 100% of the Interconnection Facilities from the POI to the COON VALLEY End Office Switch.
- b. CHARTER shall be responsible for 100% of the Interconnection Facilities from the POI to the CHARTER VOIP Trunk Gateway.

Appendix B

Schedule of Rates and Charges

This Appendix specifies the rate for the Transport and Termination of EAS Traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement.

I. Rate for Transport and Termination End Office Switching:

- a. Direct or Indirect End Office Switching rate: Bill and Keep Arrangement unless, pursuant to Section 5.1 of this Agreement, Traffic is imbalanced, at which time a rate of \$0.03 will apply.
- b. This rate is reciprocal and symmetrical for EAS Traffic exchanged between COON VALLEY and CHARTER and applies to all EAS Traffic MOUs.

II. Dedicated Facilities and Services: Per applicable COON VALLEY Access Tariff

III. CLEC Account Establishment Charge \$750